

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MATERIALISE NV and RS PRINT NV,

COMPLAINT

Plaintiff(s)

-against-

1:22-cv-4948

HEWLETT PACKARD a/k/a HP, INC.,

JURY TRIAL DEMANDED

Defendant.

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Plaintiffs MATERIALISE NV and RS PRINT NV, by their attorneys, BARRY McTIERNAN & MOORE LLC alleges upon information and belief,

**THE PARTIES**

1. Plaintiff MATERIALISE NV (“MATERIALISE”) is a Nasdaq-listed (ticker: MTLS), Belgian-headquartered additive manufacturing company which is located at Technologelaan 15, 3001 Leuven, Belgium.

2. Plaintiff RS PRINT NV (“RS PRINT”) is a fully owned subsidiary of MATERIALISE since November 9, 2020, and is located at De Weven 7, 3583 Paal-Beringen, Belgium. RS PRINT has since been renamed to MATERIALISE MOTION NV.

3. Defendant HEWLETT PACKARD a/k/a HP, INC. (“HP”) is a foreign corporation duly organized and existing under the laws of the State of California with a principal place of business in the State of California.

**JURISDICTION and VENUE**

4. This is a lawsuit to recover compensatory damages in an amount greater than \$75,000 for breach of contract.

5. Pursuant to 28 U.S.C. 1332(c)(1), plaintiff MATERIALISE is a citizen of the country of Belgium.

6. Pursuant to 28 U.S.C. 1332(c)(1), defendant HP is a citizen of the State of California.

7. Jurisdiction is proper pursuant to 28 U.S.C. § 1332.

8. Venue is proper in the Southern District of New York as the disputed contract includes a clause that any disputes be brought in a court of competent jurisdiction in New York.

9. On April 20, 2018, RS PRINT and HP, INC. entered into an agreement for the provision of certain technology related to 3D scanning of insoles (“Agreement”).

10. As part of the Agreement, RS PRINT would grant a certain conditional exclusivity to HP in turn for a certain volume commitment of HP of insole caps sold per given year.

11. This exclusivity could be prolonged if certain annual volume commitments for insole caps were made by HP (Agreement – Exhibit A ¶ Section 5.2).

12. Further, pursuant to ¶Section 5.1.1 of Exhibit A of the Agreement, HP guaranteed payment for 50,000 insole caps during the first twelve months of the Agreement.

13. In the first 12 months, however, only 2,418 of the 50,000 insole caps were sold by HP.

14. Plaintiffs therefore wrote to HP on June 7, 2019 notifying HP of the expiration of the exclusivity and that Plaintiffs would invoice Defendant for the guaranteed payment, calculated as the difference between 50,000 insole caps that were guaranteed and the actual amount of insole caps sold by HP (2,418).

15. After HP failed to make payment despite repeated efforts by MATERIALISE to discuss this guaranteed payment, Plaintiffs sent a formal notice of default to HP on 10<sup>th</sup> of July 2020.

16. Although Plaintiffs have repeatedly sought payment on the monies owed since, including via U.S. counsel, HP has failed to comply with the Agreement.

17. To date HP has failed to make payment of \$292,629 plus interest, costs and attorneys' fees.

18. HP remains in breach of the Agreement.

19. As a result of HP's breach of the Agreement, MATERIALISE and RS PRINT are owed and have suffered damage in the amount of two hundred ninety-two thousand six hundred twenty-nine dollars (\$292,629.00), which constitutes the sum owed of the "guaranteed amount" under the Agreement as a result of the calculation of the difference between 50,000 insole caps and the actual 2,418 insole caps sold by HP.

20. As a result of the foregoing breach of contract, HP is liable to MATERIALISE in the amount of two hundred ninety-two thousand six hundred twenty-nine dollars (\$292,629.00), plus interest, costs and attorneys' fees accrued thereon.

21. Plaintiffs demand a jury trial.

WHEREFORE plaintiffs MATERIALISE and RS PRINT pray for the following relief:

- (a) demand judgment of two hundred ninety-two thousand six hundred twenty-nine dollars (\$292,629.00), against defendant HP;
- (b) demand costs, disbursements, attorneys' fees and interest associated with this action;
- (c) demand such other and further relief as to this Court may seem just and proper.

Dated: New York, New York  
June 13, 2022

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